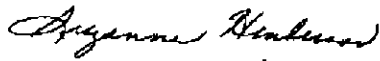


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Official Public Records



Suzanne Henderson

Tarrant County Texas

2009 Mar 03 04:23 PM

Fee: \$ 32.00

Submitter: SIMPLIFILE

D209058001

5 Pages

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Chesapeake Operating, Inc.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

L0218925

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, on February 27, 2007, **Tarrant County, Texas**, a political subdivision of the State of Texas (the "**Lessor**"), executed and delivered unto **Chesapeake Exploration Limited Partnership**, the predecessor in interest to **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, ("**Chesapeake**") (the "**Lessee**"), an Oil, Gas and Mineral Lease (the "**Lease**") which is recorded as Memorandum of Oil and Gas Lease, Document # D207140958, of the Official Records of Tarrant County, Texas, covering lands more specifically described herein below:

14.863 acres of land, more or less, out of the Hiram Little Survey, Abstract 930, Tarrant County, Texas, Tarrant County Public Works Department, Lot 1, Block 1 in the Precinct 1 Addition, Tarrant County, Texas.

WHEREAS, since the execution and delivery of the Lease, it has been discovered that a portion of said lease pertaining to pooling being provision 5, Pooling, (1. last sentence of the last paragraph) and the Retained Acreage Clause, provision 7B – Horizontal Wells, (2. 2nd and 3rd sentences of the 1st paragraph) are inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

D209058001

(a) Said pooling provisions currently read as follows, to wit:

1. "Notwithstanding anything to the contrary therein above, no unit may be formed that contains less than 50% of the unit acreage from leased premises."
2. "The term "horizontal well" or "horizontally drilled well" shall mean any well that is drilled with one or more horizontal drainholes having a horizontal drainhole displacement of at least five hundred eighty-five (585) feet. For the purposes of further defining the term "horizontal wells" and "horizontally drilled" reference is made to the definitions contained within Statewide Rule 86, as promulgated by the Railroad Commission of Texas, which definitions are incorporated herein for all purposes."

The above sentence, (a) 1., is hereby deleted in its entirety. The following sentences are added in place of (a) 2. (i.e. the Lease is hereby amended to read), to wit:

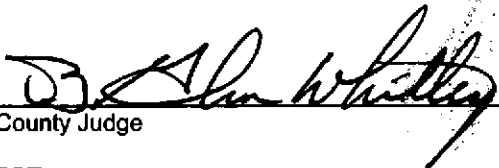
The creation of a unit by pooling shall be based on the following criteria (hereinafter called "pooling criteria"): A unit for an oil well (other than a horizontal completion) shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 200 acres plus a maximum acreage tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.

The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, **except as herein amended.**

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of the date such instrument is filed for recording in the office of the county clerk.

Lessors:

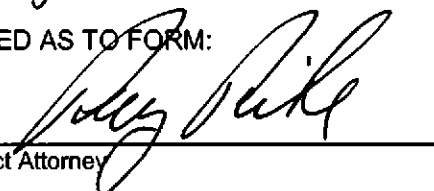
TARRANT COUNTY, TEXAS

By: 
County Judge

ATTEST:

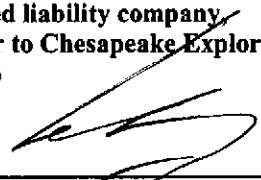

By: 
County Clerk

APPROVED AS TO FORM:

By: 
District Attorney


Lessee:

**Chesapeake Exploration L.L.C.,
An Oklahoma limited liability company,
Successor by merger to Chesapeake Exploration
Limited Partnership**

By: 
Henry J. Hood, Sr. Vice President - Land and Legal & General Counsel 

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Chesapeake Operating, Inc.

On this 17 day of February, 2009 before me, Grace C. Rhoten Notary Public in and for said County and State, personally appeared B. Glen Whitley, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

 **GRACE C. RHODEN**
Notary Public
STATE OF TEXAS
My Comm. Exp. 02/28/2009

My Commission Expires: 11/28/2009
My Commission Number: _____

~~STATE OF TEXAS)~~
~~COUNTY OF TARRANT) ss.~~

On this ____ day of _____, 2009 before me, _____ Notary Public in and for said County and State, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument in person, or the entity upon behalf of which the person acted, executed the instrument.

Notary Public

My Commission Expires: _____
My Commission Number: _____

ACKNOWLEDGMENT

Electronically Recorded
Chesapeake Operating, Inc.

STATE OF OKLAHOMA

§

COUNTY OF OKLAHOMA

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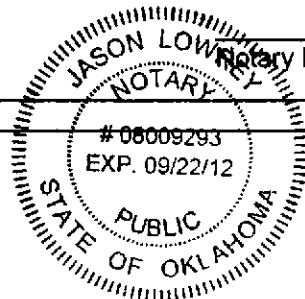
§

Before me, the undersigned, a Notary Public in and for said County and State, on this 3 day of March, 2009, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of **Chesapeake Exploration L.L.C.**, an Oklahoma Limited Liability Company, successor by merger to **Chesapeake Exploration Limited Partnership**, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires: _____

My Commission Number: _____



[Signature]
Notary Public

Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154